

ITEL

RECORDATION NO. 14002-2 Filed 1425

March 28, 1986

APR 4 1986 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

#10.00 filing fee

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 4 to the February 17, 1983 Lease Agreement Between Itel Corporation, Rail Division, and Soo Line Railroad Company

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Lease Agreement dated February 17, 1983 between Itel Corporation, Rail Division, and Soo Line Railroad Company, which was filed with the ICC on April 11, 1983 and given Recordation No. 14002.

The names and addresses of the parties to the aforementioned Amendment are listed below:

Itel Rail Corporation (Assignor)
55 Francisco Street
San Francisco, California 94133

First Security Bank of Utah, N.A. (Assignee)
79 South Main Street
Salt Lake City, Utah 84111

The equipment covered by this Amendment is forty-nine (49) 70-ton, flush deck flatcars bearing reporting marks SOO 54845-54893.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Josie Villalobos
Josie Villalobos
Legal Assistant

JV:ps
Enclosures

cc: Robert S. Clark
Ira B. Rubinfeld
Ginny Hanger

6-094A032

No. APR 4 1986
Date
Fee \$..10.00
ICC Washington, D. C.

REC'D 4 10 PM '86
MAIL ROOM

Interstate Commerce Commission
Washington, D.C. 20423

4/4/86

OFFICE OF THE SECRETARY

Josie Villaflores
Legal Assistant
Itel Rail Corporation
55 Francisco Street
San Francisco, California 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/4/86 at 1:10PM and assigned re-recording number(s). 14002-D

Sincerely yours,


Secretary

Enclosure(s)

03/04/86

APR 4 1986 - 1 12 PM

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER

INTERSTATE COMMERCE COMMISSION

UTAH, N.A., WITH RESPECT TO
CARS NUMBERED 500 54845-54893

A LEASE ASSIGNMENT DATED
AS OF March 28, 1986

AMENDMENT NO. 4

THIS AMENDMENT NO. 4 (the "Amendment") to that certain Lease Agreement dated as of February 17, 1983, as amended, (the "Agreement") between Itel Corporation, Rail Division and **SOU LINE RAILROAD COMPANY ("Lessee")** is made as of this 28th day of March, 1986 between **ITEL RAIL CORPORATION**, as successor in interest to Itel Corporation, Rail Division ("Lessor") and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which one hundred fifty-one (151) flatcars bearing the reporting marks SOU 54694-54843 and SOU 54894 (together with the boxcars listed on the Equipment Schedule attached hereto the "Cars") have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to extend the Term with respect to the Cars.
- C. Lessor and Lessee desire to add forty-nine (49) Cars to the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. Effective March 1, 1986, Section 2 of the Agreement is replaced by the following:

"2. TERM

This Agreement shall remain in full force until it is terminated as to all of the Cars as provided herein. The term of the Agreement with respect to each Car described on Equipment Schedules No. 1, No. 2, Amended Equipment Schedule No. 3 and Amended Equipment Schedule No. 4 shall commence at 12:00 P.M. on the date and at the location that such Car is restencilled pursuant to Section 3.A. and with respect to each Car on Equipment Schedule No. 5 shall commence at 12:01 p.m. on April 17, 1986, and shall expire as to all of the Cars described on each Equipment Schedule at 11:59 P.M. on September 1, 1986 (the "Term")."

- 3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

4. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: *[Signature]*
Title: President
Date: March 28, 1986

SOU LINE RAILROAD COMPANY

By: *[Signature]*
Title: EXECUTIVE V.P. INTERMODAL
Date: 3-5-86

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 28th day of March, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Josie Villaflores
Notary Public

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this 5th day of March, 1986, before me personally appeared KEN HOEPNER, to me personally known, who being by me duly sworn says that such person is EXECUTIVE V.P. INTERNATIONAL of Soo Line Railroad Company, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Elizabeth Skjod
Notary Public

EQUIPMENT SCHEDULE NO. 5

Itel Rail Corporation hereby leases the following Cars to Soo Line Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of February 17, 1983.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
FC	70'-Ton Flush Deck Flatcar, AAR Type Code P710 Handling capabilities: (2) 40' trailers or combination of 20'-40' containers	S00 54845- 54893	89' 4"	N/A	N/A	N/A	49

The Cars described on this Equipment Schedule No. 5 shall have been manufactured by the following:

- a. Pullman-Standard
Built 11/78-7/79
Lot #: 1016

ITEL RAIL CORPORATION

By: *DP Waynes*
Title: *President*
Date: *March 28, 1986*

SOO LINE RAILROAD COMPANY

By: *K R Hooper*
Title: *EXECUTIVE U.P. INTERNAL*
Date: *3-5-86*

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 28th day of March, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Josie Villaflores
Notary Public

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this 5th day of March, 1986, before me personally appeared KEN HOEPNER, to me personally known, who being by me duly sworn says that such person is EXECUTIVE V.P. INTERMODAL of Soo Line Railroad Company, that the foregoing Equipment Schedule No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Elizabeth Skjod
Notary Public